

**ATTACHMENT A:  
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Operation ABLE**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Operation ABLE to define Operation ABLE's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

**1. The one stop partner, Operation ABLE, agrees to contribute direct partner costs for rent in the following manner:**

Operation ABLE has collocated 3 staff in the One Stop Employment Solutions Center at 1010 N Street utilizing a total of 300 square feet of occupied space per year. The specific costs and terms for rent will be represented in a separate agreement with the City of Lincoln's Urban Development Department as the One Stop Operator.

**2. The one stop partner, Operation ABLE, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system. Operation ABLE shall make funds available for the following items:**

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to the one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the umbrella MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

**3. The one stop partner, Operation ABLE, agrees to utilize NWAS system software for registration purposes for one computer terminal. The Department of Labor, through the NWAS Steering Committee, will determine the user fee.**

**4. Responsibility for Funds:** Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or

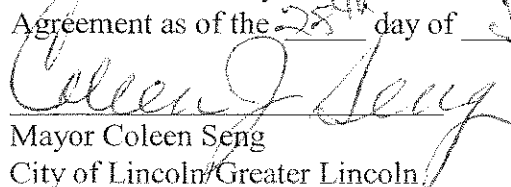
omissions under or relating to this Agreement.


**5. Term:** This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to( two) additional one year terms.

**7. Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.


**8. Capacity:** the undersigned person representing Operation ABLE does hereby agree and represent that he or she is legally capable to sign Operation ABLE to this Agreement.

IN WITNESS WHEREOF, Operation ABLE and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 28<sup>th</sup> day of July, 2004.

  
Mayor Coleen Seng  
City of Lincoln/Greater Lincoln  
Workforce Investment Board

  
June Pederson, Director  
Lincoln Area Agency on Aging,  
Operation Able Program

Approved by:

  
James Linderholm, Chair  
Greater Lincoln Workforce Investment Board

## **ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Operation ABLE**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Operation ABLE to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

### **1. Core Services**

The one stop partner, Operation ABLE, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for senior community service employment activities under title V of the Older Americans Act.
- b. Informational Outreach, Common NWS General Information Sheet and Orientation to the services available at the One Stop Career Center.
- c. Initial verbal assessment of skill levels, aptitudes, abilities and supportive service needs.
- d. Job search, placement assistance, career counseling and job referral
- e. Provision of accurate information relating to the availability of supportive services.

### **2. Delivery of Core Services**

The core services listed above shall be delivered by the one stop partner, Operation ABLE, in the following manner:

**Service: a. Determine eligibility for senior community service employment activities under title V of the Older Americans Act.**

Method of delivery: Operation ABLE staff will be located at the One Stop to determine eligibility

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Method of referral: Registration staff will direct applicants to the Title V representative at the One Stop Career Center when the customer may be eligible for Operation ABLE's program.

**Service: b. Outreach, Common NWS Intake and Orientation to the services available at the One Stop Career Center**

**Method of Delivery:**

Informational Outreach: Operation ABLE will provide marketing materials, brochures and information regarding Operation ABLE's services to be dispersed to all partners, tenants of the One Stop Career Center and eligible customers where appropriate and will participate and be listed on all printed materials regarding One Stop Career Center Services. Operation ABLE will provide a pamphlet describing the one stop system and the partner programs. Operation ABLE agrees to distribute customer surveys as directed by the LWIB Board.

Common NWS General Information Sheet: The Common NWS General Information Sheet is a form of pre-registration for One Stop Services which can coordinate referrals to all appropriate partners. Operation ABLE anticipates approximately 45 annual referrals through the NWS registration system for Title V services.

Orientation: Operation ABLE staff will be available to do orientations for Operation Able applicants regarding services available at the One Stop Career Center.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

**Service: c. Initial Assessment of skill levels, aptitudes, abilities and supportive service needs**

Method of Delivery: Initial verbal assessments are conducted on pre-enrolled Title V customers. Assessment will be provided by Operation ABLE staff.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

**Service: d. Job search, placement assistance, career counseling and job referral**

Method of Delivery: Operation ABLE staff will provide information on job listings, assist customers in the One Stop resource room, provide interview counseling and job referrals.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

**Service: e. Provision of accurate information relating to the availability of supportive**

## services

Method of Delivery: Operation ABLE staff will provide information on supportive aging services.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

**3. Method of Referral:** The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common intake form, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.

**4. Funding Source/Costs:** Operation ABLE's cost of providing the above referenced services through the One Stop Center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by Operation Able.

**5. Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

**6. Term:** This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

**7. Termination:** Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

**8. Mutual Hold Harmless:** Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.

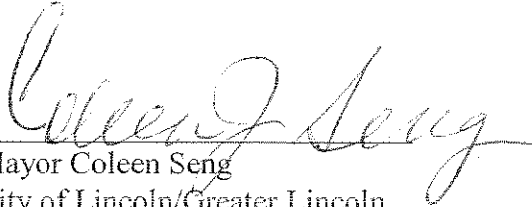
**9. Independent Contractor:** Operation ABLE shall perform their core services under this Agreement as an independent contractor. Operation ABLE has sole and exclusive charge and control of the manner and means of performance. Operation ABLE, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Operation ABLE is not an employee of the Greater Lincoln Workforce Investment Board.

**10. One Stop Management Council:** Operation ABLE, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Career Center.

**11. One Stop Center Management:** Operation ABLE, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

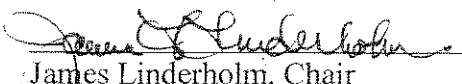
**12. Capacity:** The undersigned person representing Operation ABLE does hereby agree and represent that he or she is legally capable to sign Operation ABLE to this agreement.

IN WITNESS WHEREOF, Operation ABLE and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 28<sup>th</sup> day of July, 2004.

  
Mayor Coleen Seng  
City of Lincoln/Greater Lincoln  
Workforce Investment Board

  
June Pederson, Director  
Lincoln Area Agency on Aging,  
Operation ABLE

Approved by:

  
James Linderholm, Chair  
Greater Lincoln Workforce Investment Board

FILE COPY

Jim Linderholm  
Chairperson



Mayor Coleen J. Seng  
Chief Elected Official

March 9, 2005

GREATER LINCOLN  
WORKFORCE INVESTMENT BOARD

Houston Doan  
Operation A.B.L.E.  
1005 O Street, Suite 300  
Lincoln, NE 68508

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Operation A.B.L.E., EO #70832

Dear Houston

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

*Jan Norlander-Jensen*  
Jan Norlander-Jensen

Counter Signature:

*Lincoln Area Agency on Aging*  
One Stop Partner Agency Name

*441-7022/6157*  
Phone No.

*James Linderholm*  
Signature of Authorized Representative of  
One Stop Partner

*Director*  
Title

*3-14-05*  
Date

*Coleen J. Seng*  
Mayor Coleen Seng  
City of Lincoln

Approved by:

*James Linderholm*  
James Linderholm, Chair of Greater Lincoln  
Workforce Investment Board